

LAW OFFICES  
**MILES & STOCKBRIDGE**

A PROFESSIONAL CORPORATION

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JOHN A. STALFORD  
410-385-3424

January 6, 1998

RECORDATION NO. 21145  
JAN 7 '98 12-15 PM  
FILED

via FEDERAL EXPRESS

Surface Transportation Board  
1925 K Street, N.W.  
Washington, D.C. 20423-0001  
Attention: Mrs. Janice Fort  
Recordation

RECORDATION NO. 21145-A  
JAN 7 '98 12-15 PM  
FILED

RECEIVED  
SURFACE TRANSPORTATION BOARD  
JAN 7 1998

Re: Our File No.: 258-1785

Dear Mrs. Fort:

Enclosed for recordation as a primary document pursuant to the provisions of 49 U.S.C. §11301(a) are one original and one notarized copy of the following document:

Memorandum of Lease Agreement dated December 1, 1997 between Railcar, Ltd. (1819 Peachtree Road, N.E., Suite 455, Atlanta, Georgia 30309) and Canadian Pacific Railway Company (Suite 500, Gulf Canada Square, 401-9<sup>th</sup> Avenue, S.W., Calgary, Alberta T2P 4Z4).

Also enclosed for filing as a secondary document pursuant to the provisions of 49 U.S.C. §11301(a) are one original and one notarized copy of the following document:

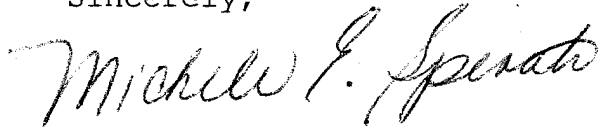
Assignment of Lessor's Interest in Lease dated December 23, 1997 by Railcar, Ltd. (1819 Peachtree Road, N.E., Suite 455, Atlanta, Georgia 30309) in favor of The First National Bank of Maryland (25 South Charles Street, Baltimore, Maryland 21201) which relates to the above-referenced Memorandum of Lease Agreement.

I have enclosed two checks, both in the amount of \$24.00 to cover the costs of recording these documents.

Once these documents have been recorded, please return the same to the undersigned.

Thank you for your prompt attention to this matter. Please call me at (410) 385-3425 if you have any questions.

Sincerely,

A handwritten signature in cursive script, reading "Michele E. Sperato". The signature is written in dark ink and is positioned above the printed name and title.

Michele E. Sperato  
Secretary to John A. Stalfort

Enclosures

STATE OF MARYLAND

SS:

CITY OF BALTIMORE

THIS IS TO CERTIFY that the attached Assignment of Lessor's Interest in Lease is a true and complete copy of such Assignment of Lessor's Interest in Lease.

WITNESS my hand and seal this 6<sup>th</sup> day of January, 1998.

Michelle E. Sparto  
Notary Public

My Commission Expires: January 28, 2001

JAN 7 '98

12-15 PM

ASSIGNMENT OF LESSOR'S INTEREST IN LEASE

THIS ASSIGNMENT OF LESSOR'S INTEREST IN LEASE (this "Agreement") is made as of December 23, 1997, by RAILCAR, LTD., a Georgia corporation ("LTD"), in favor of THE FIRST NATIONAL BANK OF MARYLAND, a national banking association ("FM").

RECITALS

LTD has entered into that certain Lease Agreement dated as of December 1, 1997 (the "Lease") between LTD, as Lessor, and Canadian Pacific Railway Company (the "Lessee").

Pursuant to the Assignment Agreement between LTD and FM dated December 1, 1997, LTD has sold to FM all of LTD's right, title and interest in and to the railroad cars which are described on Schedule A attached hereto and made a part hereof (the "Cars").

In connection with the sale of the Cars, LTD desires to assign to FM all of LTD's right, title and interest in and to the Lease.

NOW, THEREFORE, in consideration of the premises and other valuable consideration, the receipt of which is hereby acknowledged, LTD hereby agrees with FM as follows:

1. Assignment. LTD hereby assigns to FM all of LTD's right, title and interest in and to the Lease, including, without limitation, all rent payable with respect to the Cars.

2. Representations and Warranties. LTD hereby represents and warrants to FM the following:

- (a) to the knowledge of LTD, there are no defaults or events of default under the Lease;
- (b) the Lease is presently in full force and effect;
- (c) no rent under the Lease has been paid in advance;
- (d) except as otherwise stated herein, LTD has not assigned, encumbered or transferred in any way its interest in the Lease; and
- (e) a complete copy of the Lease is attached hereto as Exhibit A.

3. Additional Instruments. LTD shall execute and deliver such further instruments and take such actions as shall be reasonably required in order to carry out the transactions contemplated by this Agreement.

#### 4. Miscellaneous Provisions.

(a) Entire Agreement. This Agreement comprises the complete understanding of the parties and there are no understandings, either written or oral, except as specifically set forth in this Agreement. No changes may be made in this Agreement unless specifically reduced to writing and accepted by both parties. All prior negotiations and understandings of the parties are deemed merged into this Agreement.

(b) Amendment and Waiver. This Agreement may be amended, or any portion of this Agreement may be waived, provided that such amendment or waiver shall be in writing, executed by the parties to which any particular provision specifically relates and all such amendments and waivers made shall be binding upon the parties. No course of dealing between or among any persons having any interest in this Agreement shall be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any person under or by reason of this Agreement.

(c) Inurement to Benefit of Assigns. All of the terms and provisions of this Agreement shall be binding upon, apply and inure to the benefit of the parties, their respective successors and assigns.

(d) Severability. Each of the terms and provisions of this Agreement, except for the payment of the purchase price to Seller, is and is deemed to be severable, in whole or in part, and, if any term or provision or their application in any circumstance should be invalid, illegal or unenforceable, the remaining terms and provisions or their application, to circumstances other than those as to which it is held invalid, illegal or unenforceable, shall not be affected and shall remain in full force and effect.

(e) Exhibits and Schedules. All exhibits and schedules attached to this Agreement are incorporated and made a part of this Agreement by reference.

(f) Paragraph Headings. All paragraph and subparagraph headings are for convenience of reference only and shall not be used in interpreting this Agreement.

(g) Rights and Remedies. All rights and remedies granted any of the parties under this Agreement shall be cumulative.

(h) Survival of Representatives and Warranties. All representations, warranties and indemnifications shall survive the closing of the transactions contemplated by this Agreement.

(i) Governing Law. The law of the State of Maryland shall govern all questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement.

(j) Construction. As used herein, any reference to the masculine, feminine or neuter gender shall include all genders, the plural shall include the singular, and the singular shall include the plural. This Agreement and all instruments executed to consummate the transactions contemplated shall be deemed to have been mutually negotiated, prepared and drafted, and in the event of its interpretation no consideration shall be given to the issue of which party prepared, drafted or requested any term, condition or agreement.

IN WITNESS WHEREOF, LTD has executed this Agreement under seal by its duly authorized officers as of the day and year first written above.

RAILCAR, LTD.

By: [Signature] (SEAL)  
Name/Title: Eugene N. Martini, CFO

STATE OF GEORGIA, COUNTY OF FULTON

On December 23, 1997, before me personally appeared Eugene N. Martini, to me personally known, who being by me duly sworn says that he is Chief Financial Officer of Railcar, Ltd., a Georgia corporation, and that he executed the foregoing instrument on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Signature]  
Notary Public

My commission expires: **Notary Public, Clayton County, Georgia**  
**My Commission Expires March 7, 2000**

[NOTARIAL SEAL]

## SCHEDULE A

10/7/97

CPRAIL1.XLS

## CP Rail 100T Boxcar Program (60)

Old Car No.	New Car No.
SOU 41009	CP 213000
SOU 41234	CP 213001
SOU 40885	CP 213002
SOU 41125	CP 213003
SOU 41394	CP 213004
SOU 40509	CP 213005
SOU 40992	CP 213006
SOU 40869	CP 213007
SOU 40779	CP 213008
SOU 41488	CP 213009
SOU 40873	CP 213010
SOU 41182	CP 213011
SOU 41031	CP 213012
SOU 41206	CP 213013
SOU 40705	CP 213014
SOU 41103	CP 213015
SOU 41307	CP 213016
SOU 41177	CP 213017
SOU 40743	CP 213018
SOU 40938	CP 213019
- SOU 40510	CP 213020
SOU 41452	CP 213021
SOU 40505	CP 213022
SOU 40511	CP 213023
SOU 40538	CP 213024
SOU 40540	CP 213025
SOU 40567	CP 213026
SOU 40558	CP 213027
SOU 40588	CP 213028
SOU 40587	CP 213029
SOU 40674	CP 213030
SOU 40693	CP 213031
SOU 40703	CP 213032
SOU 40713	CP 213033
SOU 40762	CP 213034
SOU 40794	CP 213035
SOU 40812	CP 213036
SOU 40837	CP 213037
SOU 40870	CP 213038
SOU 40875	CP 213039
SOU 40883	CP 213040
SOU 40967	CP 213041
SOU 40986	CP 213042
SOU 41037	CP 213043
SOU 41071	CP 213044
SOU 41454	CP 213045

CPRAIL1.XLS

10/7/97

## CP Rail 100T Boxcar Program (80)

Old Car No.	New Car No.
SOU 41145	CP 213046
SOU 41159	CP 213047
SOU 41163	CP 213048
SOU 41198	CP 213049
SOU 41233	CP 213050
SOU 41259	CP 213051
SOU 41305	CP 213052
SOU 41398	CP 213053
SOU 41437	CP 213054
SOU 41445	CP 213055
SOU 41446	CP 213056
SOU 41482	CP 213057
SOU 41490	CP 213058
SOU 41497	CP 213059

80



COPY OF LEASE

NOT INCLUDED WITH FILING